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IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA

SACRAMENTO DIVISION

**ROBERTO ROJAS, by and through his
Guardian Ad Litem, Sergio Rojas,**

Plaintiff.

V.

STATE OF CALIFORNIA, et al.,

Defendants.

2:21-CV-01086 DAD AC (PC)

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Judge: The Honorable Dale A. Drozd
Trial Date: None set
Action Filed: March 11, 2021

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. The types of information that the parties seek to protect under this protective order include, but are not limited to, (1) confidential information, not otherwise publicly available, regarding investigation and evaluation by the California Department of Corrections and Rehabilitation (CDCR) of an inmate attempted murder incident on February 16, 2020, at California State Prison-

1 Sacramento (CSP-Sacramento) allegedly involving the Plaintiff and Defendants; (2) confidential
2 records from the c-file of non-party incarcerated person Eugene Lamont Clapps; (3) confidential
3 records from the c-file of Plaintiff Roberto Rojas; (4) personnel files of Defendants, including but
4 not limited to disciplinary records, performance reviews, and training records; (5) confidential
5 policies, practices, and procedures of CSP-Sacramento and CDCR, if any, pertaining to housing
6 of inmates; (6) confidential training materials of CSP-Sacramento and CDCR, if any, pertaining
7 to housing of inmates; and (7) the personal identifying and financial information of the
8 Defendants or any non-party staff, inmates, or other persons. A protective order is necessary for
9 the following particularized reasons: (1) to protect confidential information contained in the
10 above documents, (2) to protect Defendants' and non-party's privacy, and (3) to protect the safety
11 of inmates and security of prisons within the California Department of Corrections and
12 Rehabilitation.

13 The parties agree that personal identifying information of current or former CDCR
14 employees (including Defendants), including but not limited to birthdates (birth years will not be
15 redacted), social security numbers, home addresses, drivers' license numbers, home telephone
16 numbers, and identifying information of confidential informants, if any, will be redacted. In
17 addition, medical information of non-parties, if any, will be redacted, except with respect to
18 pertinent medical and mental health information regarding Eugene Clapps, CDCR No. BD6256.

19 The parties agree that this listing is prospective only and that it should not be taken as a
20 representation by any party to this stipulation that responsive documents exist in any specified
21 category or will be produced.

22 Accordingly, Plaintiff and Defendants hereby stipulate to and petition the court to enter the
23 following Stipulated Proposed Protective Order. The parties acknowledge that this Stipulated
24 Proposed Protective Order does not entitle them to file confidential information under seal and
25 that the local rules set forth the procedures that must be followed and the standards that will be
26 applied when a party seeks permission from the court to file material under seal.

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1 2. **DEFINITIONS**

2 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
3 information or items under this Order.

4 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
5 generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule
6 of Civil Procedure 26(c).

7 2.3 Counsel: Counsel of Record for the parties and the support staff for such counsel.

8 2.4 Designating Party: a Party or Non-Party that designates information or items that it
9 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

11 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
12 or manner in which it is generated, stored, or maintained (including, among other things,
13 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
14 responses to discovery in this matter.

15 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the
16 litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a
17 consultant in this action, (2) is not a past or current employee of a Party or of a Party’s
18 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party
19 or of a Party’s competitor.

20 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
21 extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or
22 Non-Party would create a substantial risk of serious harm that could not be avoided by less
23 restrictive means.

24 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
25 entity not named as a Party to this action.

26 2.9 Party: any party to this action, including all of its officers, guardian ad litem,
27 directors, employees, consultants, retained experts, and Counsel of Record (and their support
28 staffs).

1 2.10 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
2 Material in this action.

3 2.11 Professional Vendors: persons or entities that provide litigation support services (e.g.,
4 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
5 storing, or retrieving data in any form or medium) and their employees and subcontractors.

6 2.12 Protected Material: any Disclosure or Discovery Material that is designated as
7 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

8 2.13 Receiving Party: a Party that receives Disclosure or Discovery Material from a
9 Producing Party.

10 **3. SCOPE**

11 The protections conferred by this Stipulation and Order cover not only Protected Material
12 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
13 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
14 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
15 However, the protections conferred by this Stipulation and Order do not cover the following
16 information: (a) any information that is in the public domain at the time of disclosure to a
17 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
18 a result of publication not involving a violation of this Order, including becoming part of the
19 public record through trial or otherwise; and (b) any information known to the Receiving Party
20 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
21 obtained the information lawfully and under no obligation of confidentiality to the Designating
22 Party. Protected material includes documents identified as “Confidential” or “Highly
23 Confidential” prior to the date of executing this protective order. Any use of Protected Material
24 at trial shall be governed by a separate agreement or order.

25 **4. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations imposed by this
27 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
28 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims

1 and defenses in this action, with or without prejudice; and (2) final judgment herein after the
2 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
3 including the time limits for filing any motions or applications for extension of time pursuant to
4 applicable law.

5 **5. DESIGNATING PROTECTED MATERIAL**

6 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
7 Non-Party that designates information or items for protection under this Order must take care to
8 limit any such designation to specific material that qualifies under the appropriate standards. To
9 the extent it is practical to do so, the Designating Party must designate for protection only those
10 parts of material, documents, items, or oral or written communications that qualify – so that other
11 portions of the material, documents, items, or communications for which protection is not
12 warranted are not swept unjustifiably within the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
14 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
15 encumber or retard the case development process or to impose unnecessary expenses and burdens
16 on other parties) expose the Designating Party to sanctions.

17 If it comes to a Designating Party's attention that information or items that it designated for
18 protection do not qualify for protection at all or do not qualify for the level of protection initially
19 asserted, that Designating Party must promptly notify all other parties that it is withdrawing the
20 mistaken designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order, or
22 as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
23 under this Order must be clearly so designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
26 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the
27 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to
28 each page that contains protected material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly identify the protected portion(s)
2 (e.g., by making appropriate markings in the margins) and must specify, for each portion, the
3 level of protection being asserted.

4 A Party or Non-Party that makes original documents or materials available for inspection
5 need not designate them for protection until after the inspecting Party has indicated which
6 material it would like copied and produced. During the inspection and before the designation, all
7 of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
9 copied and produced, the Producing Party must determine which documents, or portions thereof,
10 qualify for protection under this Order. Then, before producing the specified documents, the
11 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected
13 Material. If only a portion or portions of the material on a page qualifies for protection, the
14 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
15 markings in the margins) and must specify, for each portion, the level of protection being
16 asserted.

17 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
18 Designating Party identify on the record, before the close of the deposition, hearing, or other
19 proceeding, all protected testimony and specify the level of protection being asserted. When it is
20 impractical to identify separately each portion of testimony that is entitled to protection and it
21 appears that substantial portions of the testimony may qualify for protection, the Designating
22 Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded)
23 a right to have up to 21 days to identify the specific portions of the testimony as to which
24 protection is sought and to specify the level of protection being asserted. Only those portions of
25 the testimony that are appropriately designated for protection within the 21 days shall be covered
26 by the provisions of this Stipulated Proposed Protective Order. Alternatively, a Designating Party
27 may specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that
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1 the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY.”

3 (c) for information produced in some form other than documentary and for any other
4 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
5 or containers in which the information or item is stored the legend “CONFIDENTIAL” or
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of
7 the information or item warrant protection, the Producing Party, to the extent practicable, shall
8 identify the protected portion(s) and specify the level of protection being asserted.

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
10 designate qualified information or items does not, standing alone, waive the Designating Party’s
11 right to secure protection under this Order for such material. Upon timely correction of a
12 designation, the Receiving Party must make reasonable efforts to assure that the material is
13 treated in accordance with the provisions of this Order.

14 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
16 confidentiality as provided in this section, including designations as “CONFIDENTIAL” or
17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
19 by providing written notice of each designation it is challenging and describing the basis for each
20 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
21 recite that the challenge to confidentiality is being made in accordance with this specific
22 paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good
23 faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of
24 communication are not sufficient) within 14 days of the date of service of notice. In conferring,
25 the Challenging Party must explain the basis for its belief that the confidentiality designation was
26 not proper and must give the Designating Party an opportunity to review the designated material,
27 to reconsider the circumstances, and, if no change in designation is offered, to explain the basis
28 for the chosen designation. A Challenging Party may proceed to the next stage of the challenge

1 process only if it has engaged in this meet and confer process first or establishes that the
2 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

3 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
4 intervention, the Challenging Party shall file and serve a motion to remove confidentiality within
5 21 days of the parties agreeing in writing that the meet and confer process will not resolve their
6 dispute. Each such motion must be accompanied by a competent declaration affirming that the
7 movant has complied with the meet and confer requirements imposed in the preceding paragraph.
8 The parties may agree to extend the time to file a motion. Failure by the Challenging Party to
9 make such a motion including the required declaration within the time specified shall
10 automatically waive the any challenge to the confidentiality designation for each challenged
11 designation; however, the Challenging Party can be relieved of any such waiver by the Court for
12 good cause shown. In addition, the Designating Party may file a motion to retain a confidentiality
13 designation within twenty-one days of the parties agreeing in writing that the meet and confer
14 process will not resolve their dispute. Any motion brought pursuant to this provision must be
15 accompanied by a competent declaration affirming that the movant has complied with the meet
16 and confer requirements imposed by the preceding paragraph.

17 The burden of persuasion in any such challenge proceeding shall be on the Designating
18 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose
19 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
20 sanctions. All parties shall continue to afford the material in question the level of protection to
21 which it is entitled under the Producing Party's designation until the court rules on the challenge.

22 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
24 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
25 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
26 the categories of persons and under the conditions described in this Order. When the litigation has
27 been terminated, a Receiving Party must comply with the provisions of section 13 below (**FINAL**
28 **DISPOSITION**).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Counsel of Record in this action, as well as employees of said Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(b) the officers, directors, and employees of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Proposed Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

1 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

2 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
3 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

5 (a) the Receiving Party’s Counsel of Record in this action, as well as employees of said
6 Counsel of Record to whom it is reasonably necessary to disclose the information for this
7 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is
8 attached hereto as Exhibit A;

9 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this
10 litigation, and (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
11 A);

12 (c) the court and its personnel;

13 (d) court reporters and their staff, professional jury or trial consultants, and Professional
14 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

16 (e) the author or recipient of a document containing the information or a custodian or other
17 person who otherwise possessed or knew the information.

18 (f) Plaintiff’s counsel shall be permitted to show any statements made by a plaintiff to that
19 plaintiff, regardless of whether such statements are designated “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY”. **However, Plaintiff’s counsel agrees that it shall exercise due
21 care to assure that Plaintiff and his guardian ad litem are not privy to any other
22 information, including but not limited to, the names of other inmates and staff that may be
23 present in material designated as “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES
24 ONLY.”**

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1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
2 **OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation that compels
4 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” the Party shall:

6 (a) promptly notify in writing the Designating Party. Such notification shall include a copy
7 of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
9 other litigation that some or all of the material covered by the subpoena or order is subject to this
10 Protective Order. Such notification shall include a copy of this Stipulated Proposed Protective
11 Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
13 Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with the subpoena
15 or court order shall not produce any information designated in this action as “CONFIDENTIAL”
16 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the
17 court from which the subpoena or order issued, unless the Party has obtained the Designating
18 Party’s permission. The Designating Party shall bear the burden and expense of seeking
19 protection in that court of its confidential material – and nothing in these provisions should be
20 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful
21 directive from another court.

22 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**
23 **IN THIS LITIGATION**

24 (a) The terms of this Order are applicable to information produced by a Non-Party in this
25 action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
26 EYES ONLY”. Such information produced by Non-Parties in connection with this litigation is
27 protected by the remedies and relief provided by this Order. Nothing in these provisions should
28 be construed as prohibiting a Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
2 Party's confidential information in its possession, and the Party is subject to an agreement with
3 the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

- 4 1. promptly notify in writing the Requesting Party and the Non-Party that some or all of
5 the information requested is subject to a confidentiality agreement with a Non-Party;
6 2. promptly provide the Non-Party with a copy of the Stipulated Proposed Protective
7 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
8 the information requested; and
9 3. make the information requested available for inspection by the Non-Party.

10 (c) If the Non-Party fails to object or seek a protective order from this court within 14
11 days of receiving the notice and accompanying information, the Receiving Party may produce the
12 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
13 seeks a protective order, the Receiving Party shall not produce any information in its possession
14 or control that is subject to the confidentiality agreement with the Non-Party before a
15 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
16 burden and expense of seeking protection in this court of its Protected Material.

17 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

18 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
19 Material to any person or in any circumstance not authorized under this Stipulated Proposed
20 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating
21 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of
22 the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were
23 made of all the terms of this Order, and (d) request such person or persons to execute the
24 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A. The
25 notification to the Designating Party must include a detailed description of how the inadvertent
26 disclosure occurred. Designating Party has the right to seek sanctions, if appropriate, at any time
27 against the Receiving Party for inadvertent disclosure, which may include a request for an order
28 to return all Protected Material and prohibit any further use by the Receiving Party. Moreover,

1 nothing in this Order shall either confer liability, or relieve the Receiving Party from any liability,
2 for any injuries, legal proceedings or damages arising from the inadvertent disclosure of Protected
3 Material.

4 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
5 **PROTECTED MATERIAL**

6 When a Producing Party gives notice to Receiving Parties that certain inadvertently
7 produced material is subject to a claim of privilege or other protection, the obligations of the
8 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
9 provision is not intended to modify whatever procedure may be established in an e-discovery
10 order that provides for production without prior privilege review. Pursuant to Federal Rule of
11 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
12 communication or information covered by the attorney-client privilege or work product
13 protection, the parties may incorporate their agreement in the stipulated proposed protective order
14 submitted to the court.

15 **12. MISCELLANEOUS**

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
17 its modification by the court in the future up to the time of final disposition of this action. No
18 challenge to the confidentiality of material shall be made by a party hereto after final disposition.
19 (Section 4, DURATION).

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
21 no Party waives any right it otherwise would have to object to disclosing or producing any
22 information or item on any ground not addressed in this Stipulated Proposed Protective Order.
23 Similarly, no Party waives any right to object on any ground to use in evidence of any of the
24 material covered by this Protective Order.

25 12.3 Filing Protected Material. Without written permission from the Designating Party or a
26 court order secured after appropriate notice to all interested persons, a Party may not file in the
27 public record in this action or any other action or proceeding any Protected Material. A Party that
28 seeks to file under seal any Protected Material must comply with the local rules. Protected

1 Material may only be filed under seal pursuant to a court order authorizing the sealing of the
2 specific Protected Material at issue. A sealing order will issue only upon a request establishing
3 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
4 entitled to protection under the law. If a Receiving Party's request to file Protected Material under
5 seal is denied by the court, then the Receiving Party may file the Protected Material in the public
6 record unless otherwise instructed by the court.

7 **13. FINAL DISPOSITION**

8 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
9 Receiving Party must return all Protected Material to the Producing Party or destroy such
10 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,
11 compilations, summaries, and any other format reproducing or capturing any of the Protected
12 Material. Notwithstanding this provision, Counsel is entitled to retain an archival copy of all
13 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
14 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
15 consultant and expert work product, even if such materials contain Protected Material. Any such
16 archival copies that contain or constitute Protected Material remain subject to this Protective
17 Order as set forth in Section 4 (DURATION).

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1 14. Nothing in this Order shall be construed as limiting in any way the California
2 Department of Corrections and Rehabilitation (CDCR) from utilizing any material designated or
3 produced under this Order in its normal or usual course of operations.

4 IT IS SO STIPULATED, THROUGH COUNSEL.

5 Dated: November __, 2024

6 ROB BONTA
7 Attorney General of California
8 JAY M. GOLDMAN
9 Supervising Deputy Attorney General

10 JULIET LOMPA
11 Deputy Attorney General
12 *Attorneys for Defendants California
13 Department of Corrections and
14 Rehabilitation, Cary, Ng, Saso, and Walik*

15 Dated: _____

16 LAW OFFICES OF BROWN & GESSELL

17 STEVEN L. BROWN
18 DOUGLAS A. GESSELL
19 *Attorneys for Plaintiff Roberto Rojas, by
20 and through his Guardian Ad Litem, Sergio
21 Rojas*

22 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

23 Dated: November 20, 2024


ALLISON CLAIRE
UNITED STATES MAGISTRATE JUDGE

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25 SF2021401226
26 44384592.docx
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, [print or type full name], of [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on _____ (date) in the case of ROJAS V. STATE OF CALIFORNIA ET. AL, CASE No. 2:21-CV-01086 DAD AC (PC). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the
14 Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective
15 Order, even if such enforcement proceedings occur after termination of this action.

16 I hereby appoint _____ [print or type full name] of
17 _____ [print or type full address and telephone number] as my
18 California agent for service of process in connection with this action or any proceedings related to
19 enforcement of this Stipulated Protective Order.

20 Date:

21 City and State where sworn and signed:

22 Printed name: [printed name]

23 || Signature: [signature]